

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 5 day of September, 1984 by and between Ray Hernandez (hereinafter referred to as "WRESTLER"), and MID-SOUTH SPORTS, INC., (hereinafter referred to as "MID-SOUTH SPORTS"), a Louisiana Corporation.

### W I T N E S S E T H :

FOR AND IN CONSIDERATION of the mutual and reciprocal covenants and agreements hereinafter contained, the parties do agree as follows:

#### 1. Purpose and Engagement

The purpose of this Agreement is to define the relationship between Wrestler and Mid-South Sports. Mid-South Sports hereby engages Wrestler as an independent contractor, and Wrestler hereby accepts such engagement to wrestle matches promoted and/or booked by Mid-South Sports for the period commencing with the 5 day of Sept, 1984 and terminating upon five weeks' notice, in the case of a main-event wrestler; and two weeks' notice, in the case of a preliminary-event wrestler, given by either party hereto to the other. Wrestler is engaged as a Main-event wrestler. The time and place of such matches shall be designated by Mid-South Sports and listed in the booking book maintained in the Bixby, Oklahoma, office no later than seven days prior to the event.

#### 2. Compensation

For each booking to wrestle, with the exception of television, Wrestler shall be paid the sum of not less than Sixty and No/100 (\$60.00) Dollars, plus further compensation as is, in Mid-South Sports' absolute discretion, deemed reasonable, depending upon such factors as the number of ticket holders in attendance at the program and in the nature of the particular match engaged in by Wrestler. Any such additional amounts paid, if any, shall be within the sole and absolute discretion of Mid-South Sports, and Wrestler further understands and agrees that he may not receive the same compensation as his opponent for the same match, at the discretion of Mid-South Sports.

#### 3. Rules and Regulations

Wrestler agrees to abide by and adhere to Mid-South Sports' rules and regulations concerning bookings as a professional wrestler in effect from time to time, including accepting fines levied pursuant to said rules. Further, if a fine

is levied against Wrestler, Wrestler agrees that Mid-South Sports may offset the amount of such fine against any moneys due to Wrestler from Mid-South Sports as the result of any previous or future events, or other source. Mid-South Sports shall have no liability to Wrestler for any amount in the event the match is cancelled due to no fault of Mid-South Sports, through acts of God, government activity, strikes, or other causes, or if the Mid-South Sports television program, for the area, has been preempted or not shown for any cause.

#### 4. Term and Special Limitation

Wrestler acknowledges that Mid-South Sports has expended sums of money to promote and publicize Wrestler's bookings herein contemplated. Wrestler further acknowledges that the television of Wrestler's matches is a commercial for and on behalf of Wrestler, for which he will receive no less than Thirty and No/100 (\$30.00) Dollars for all wrestling or appearances done on each taping date and no compensation for promotional appearances for television interviews. Mid-South Sports shall have all rights to the program created. Wrestler shall not be entitled to receive additional compensation or "residuals" attributable to reshowing of the program. Any other compensation paid to Wrestler, as the result of televising of Wrestler's matches, shall be paid only at the sole and absolute discretion of Mid-South Sports and the parties recognize the possibility of future engagements on behalf of Mid-South Sports by Wrestler, for which further sums for publicity and promotion may be expended. Wrestler shall not be entitled to additional compensation for television interviews or for any taping, photographing, or filming of any of Wrestler's matches in any area, and the product so created shall be solely and only the property of Mid-South Sports, with all rights thereto in Mid-South Sports. Any television program or film created by Mid-South Sports may be shown as often, whenever, and wherever Mid-South Sports may choose, and may be edited by Mid-South Sports. Wrestler acknowledges that Mid-South Sports has expended substantial moneys advertising and promoting the image of Wrestler, and, accordingly, Wrestler agrees that:

- (a) If the number of said engagements be less than six, for a period of six months from the date of Wrestler's last engagement for and on behalf of Mid-South Sports, he will not engage, within an eighty-mile radius of any television station originating any broadcast of Mid-South Sports, in a professional wrestling event for or on behalf of any other person, firm, or corporation, without a written release from Mid-South Sports, or

(b) If the number of such engagements be six or greater, for a period of one year from date of Wrestler's last engagement for and on behalf of Mid-South Sports, he will not engage, within an eighty-mile radius of any television station originating any broadcast of Mid-South Sports, in a professional wrestling event for or on behalf of any other person, firm, or corporation, without a written release from Mid-South Sports.

#### 5. Matching and Relationship of the Parties

Matching of Wrestler in particular matches shall be determined by Mid-South Sports in its sole and absolute discretion. The parties agree that Wrestler is an independent contractor and not an employee of Mid-South Sports. Wrestler releases Mid-South Sports from any and all claims and demands or damages he may have or incur as a result of personal injury incurred incident to performance of this Agreement, whether in the ring, in the facility where the matches are held, or traveling in route to or from such engagements. As an independent contractor, Wrestler specifically acknowledges that he is excluded from any coverage under the workmen's compensation laws, or unemployment compensation laws. Further, Wrestler hereby releases Mid-South Sports from any liability as the result of Wrestler causing any damage or injury to spectators, other wrestlers, referees, officials, police or security guards, and the facility in which the match is being held, and agrees to indemnify and hold Mid-South Sports harmless from any loss it may suffer as the result of such activity or damages. Wrestler further releases Mid-South Sports, its officers, agents, or employees from any liability as the result of any statement made as the result of the promotion of wrestling matches by Mid-South Sports.

#### 6. Promotional Rights

Wrestler agrees that he has no ownership or other interest in any and all promotional rights attributable to a match or other promotion by Mid-South Sports, including but not limited to television rights, sale of programs, T-shirts, souvenirs, etc., and that such rights are the property of Mid-South Sports, and Wrestler consents to the use of his name and pictures with regard to such matter, and acknowledges that he is entitled to no compensation therefor, except as may otherwise be agreed upon in a subsequent agreement.

#### 7. Notices

Any notice to be given, pursuant to the terms and provisions of this Agreement, shall be considered to have been given when communicated in person and

by telephone, together with written notice, such notices shall be directed, in the case of Mid-South Sports, Inc., to WILLIAM F. WATTS, JR., 116 North Breckenridge, Bixby, Oklahoma 74008, Telephone: 918-366-8000, and, in the case of Wrestler, to \_\_\_\_\_, Telephone: \_\_\_\_\_.

Henry Smith  
WITNESS

Raymond C. Lunnolly  
"WRESTLER"

MID-SOUTH SPORTS, INC.

ATTEST:

A Louisiana Corporation

Eric S. Watts  
SECRETARY

BY: Wm F. Watts Jr  
WILLIAM F. WATTS, JR., PRESIDENT

RELEASE AND SETTLEMENT

This Release and Settlement is executed on Wednesday  
November 14, 1984, by Mike Searcy, hereinafter  
referred to as the "Claimant", and given to Best Of Texas Wrestling,  
hereinafter referred to as the "Company".

WHEREAS, Mr. Searcy claims to have been struck by professional  
wrestler Hercules Hernandez on Sunday night September 28, 1984 at the Sam Houston  
Coliseum in Houston, Texas. Therefore causing damage to his lower front teeth. A  
settlement of \$75.00 has been agreed upon by both parties.

WHEREAS, the Claimant and the Company have reached an  
amicable settlement agreement with regard to same.

NOW, THEREFORE, in consideration of payment of the sum  
of \$75.00 by the Company  
to the Claimant the receipt and sufficiency of which is acknowl-  
edged by the Claimant, for itself, its agents, assigns, succes-  
sors and representatives, does hereby execute this release and  
settlement dismissing the Company from all claims, causes of  
action or demands, past or present, vested or contingent, as-  
serted or unasserted or of any kind whatsoever arising directly  
or indirectly out of the transactions occurring between the  
Claimant and the Company described herein.

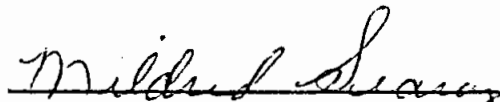
The Claimant understands that this release and settle-  
ment is a compromise of a doubtful and disputed claim and that  
payment by the Company to the Claimant of the above stated sum  
shall not be construed as an admission of any liability on the  
part of the Company, and that this release and settlement and  
said payment are made as a compromise to terminate all contro-

versy arising directly or indirectly out of the transactions occurring between the Claimant and the Company described herein.

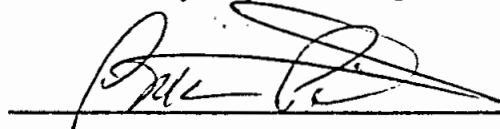
The Claimant intends that this release and settlement apply to the Company's respective predecessors, successors, and assigns, and all of its and its past, present and future officers, directors, agents, and employees, and their respective heirs and legal representatives.

The Claimant warrants that it has read this release and settlement, understands the terms contained herein, and does hereby execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the Claimant has executed this release and settlement at 2:30 P.M., this 14 day of November, 1984.



Mildred Searcy-Representing her husband Mike



Bruce Prichard-Notary Public, Harris County, Tx.